

October 24, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA H. MCKINLEY
STATE CONTRACT PROCUREMENT OFFICER II
302.838.8067

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS-MU-08-488-SM
DELAWARE EMERGENCY NOTIFICATION SYSTEM - DENS

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a three (3) year period from November 1, 2008 through October 31, 2011. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDOR:

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FIRSTCALL NETWORK, INC
5423 Galeria Drive
Baton Rouge, LA 70816
Attn: C.J. "Red" Delatte
Phone: 800.653.9232
Fax: 225.295.8273
Federal E.I.#: 72-1392139
E-Mail: red@firstcall.net

4. PRICING:

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ANNUAL FEE SCHEDULE:

First Year: \$82,640.00 11/01/08 – 10/31/09
Second Year: \$80,575.00 11/01/09 – 10/31/10
Third Year: \$78,565.00 11/01/10 – 10/31/11
Fourth Year: \$78,565.00 11/01/11 – 10/31/12 (Optional)
Fifth Year: \$78,565.00 11/01/12 – 10/31/13 (Optional)

5. BILLING:

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

ADDITIONAL TERMS AND CONDITIONS

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6. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

7. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

10. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

11. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

12. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

13. REQUIREMENTS:

DELAWARE EMERGENCY NOTIFICATION SYSTEM SPECIFICATIONS

TECHNICAL SECTION

• ACTIVATION

1. The DENS shall have an off-site activation capability available and fully staffed twenty-four (24) hours-per day, seven (7) days a week, 365 days a year.
2. The DENS shall have the ability to be activated at several different levels: state, county, city, incorporated municipality, Emergency 911 Centers, Fire Companies, etc.
3. The DENS shall have the capability to make notification by telephone call (land line or cellular), wireless text message, fax, or email.
4. The DENS shall be capable of supporting various types of pagers.
5. The DENS shall provide optional remote access to a virtual private network through client's internet service provider on client's desktop computer or laptop.

• ACTIVATION

6. The DENS shall allow for system partitioning where by dedicated dialing circuits can be segregated for multiple and simultaneous emergency notifications.
7. The DENS shall sub-divide and provide prioritization capabilities for any client provided calling list.

• TELEPHONE DATA

8. The DENS shall be capable of using E911 database supplied by the local telephone company. Databases shall include residential, business, and unlisted telephone numbers.
9. The DENS shall be capable of filtering out multiple phone numbers to the same address.
10. The DENS data and data files (telephone numbers) shall be updated on a monthly basis (or as required) to coincide with base map updates.

TECHNICAL SECTION (Continued)

11. The DENS shall have a sufficient number of off-site dedicated digital telephone circuits to deliver a 30-second message to a minimum of 3,000 telephone numbers in a 10-minute period.
12. The DENS shall have pre-designated account numbers that reflect the total number of dialing circuits not to exceed the load capacity of the local telephone network central office exchange(s).
13. The DENS shall maintain a minimum of 25 pager lists of up to 1000 numbers to be determined by the client.
14. The DENS shall add/delete listed or unlisted telephone numbers as provided by subscribers.
15. The DENS shall have the ability to allow people to "register" cellular phones, in lieu of a land line. Registration shall be thru a website or using a toll free telephone number.
16. The DENS system shall automatically remove duplicate phone numbers or otherwise prevent duplicate calls.
17. The DENS telephone database shall not be susceptible to the effects of telephone zappers. You must explain how you plan to accomplish this.
18. The DENS telephone number databases shall not be availed, sold, or otherwise, to tele-marketers or other solicitors.

• MESSAGING

19. The DENS shall provide for delivery of recorded messages either pre-recorded and/or customized at the time of system activation.
20. The DENS shall have the ability to add pre-defined scenarios and geographical areas to include call list.
21. The DENS shall be able to prioritize selected call list to call the numbers closest to an incident/location or those furthest out first.

• MESSAGING

22. The DENS shall provide an interactive capability by including provisions for touch-tone responses on request.
23. The DENS shall re-call busy, no-answer, and operator intercept telephone numbers upon request.
24. The DENS shall provide the ability to repeat messages when requested.
25. The DENS shall have the capability of delivering messages to the hearing-impaired through TDD /TTY devices (Telecommunications Devices for the Deaf / Teletype).

• GEOSPATIAL DATA

26. The DENS shall be capable of using existing Delaware geospatial data, such as the basic framework data provided via the Delaware DataMIL (datamil.delaware.gov).
27. The DENS shall be capable of having telephone numbers geographically coded onto the maps and allow geographic regions to be chosen by different shapes and sizes.
28. The DENS base maps shall be updated on a monthly basis, to coincide with telephone database updates.

TECHNICAL SECTION (Continued)

- **ADDITIONAL FEATURES**

29. The DENS shall provide secured activation procedures through a series of checks starting with a secure toll-free telephone number, followed by account number, user name, and access code.
30. The DENS shall have redundant: dialing capability, storage of mapping data, telephone number data, and customer account files.
31. The DENS shall include a back-up power supply as well as emergency generator backup.
32. The DENS shall retain previous database edits during updates.
33. The Offeror must comply with the State of Delaware Architectural and Server standards

- **ADMINISTRATIVE SECTION** (Billing, Testing, Training, etc.)

34. The DENS shall be customized using pre-designated account numbers and be capable of independent account billing.
35. The DENS shall provide a comprehensive call reporting capability. Activation reports shall be provided to the client following every event.
36. The DENS shall be tested on a monthly basis, and will include a comprehensive report.
37. The DENS shall include initial training for system administrators and operators.
38. The DENS shall include a detailed User's Guide with written administrative instructions and activation procedures. Provide one (1) softcopy version in Microsoft Word on Virus free CD or compatible diskette.